

Michael N. Sofris, Esq. SBN 170018
Action Legal Team
13920 NW Passage #304
Marina del Rey, Ca 90292
michaelsofris@gmail.com
Attorneys for Plaintiff Clear View Enterprises, LLC

Nicholas R. Webb, Esq. SBN 332586
Law Office of Nicholas R. Webb
1426 Plaza del Oro
Benecia, Ca 94510
contact@nickwebblaw.com

Attorneys for Defendants Lawrence B. Albano, Elizabeth Raquel Beauvil and Global
Empire Holdings

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

Clear View Enterprises, LLC, a California
Limited Liability Company,

Plaintiff,

v.

Elizabeth Raquel Beauvil aka Beauvil Raquel
Beauvil; Global Empire Holdings, a Florida
Limited Liability Company; Lawrence B.
Albano; Chelsea Jones; Does 1-10, inclusive,

Defendants.

Case No. 2:22-cv-01119-KJM-JDP

STIPULATED PROTECTIVE ORDER

I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the

1 Court to enter the following Stipulated Protective Order. The parties
2 acknowledge that this Order does not confer blanket protections on all
3 disclosures or responses to discovery and that the protection it affords from
4 public disclosure and use extends only to the limited information or items that
5 are entitled to confidential treatment under the applicable legal principles. The
6 parties further acknowledge, as set forth in Section XIII(C), below, that this
7 Stipulated Protective Order does not entitle them to file confidential information
8 under seal; Civil Local Rule ~~79-5141~~ sets forth the procedures that must be
9 followed and the standards that will be applied when a party seeks permission
10 from the Court to file material under seal.

11 **II. GOOD CAUSE STATEMENT**

12 A. This action is likely to involve the exchange of documents that either
13 contain information deemed private or has the potential of being deemed private
14 pursuant to the Health Insurance Portability and Accountability Act of 1996
15 (HIPAA), Public Law 104-191, enacted on August 21, 1996 for which special
16 protection from public disclosure and from use for any purpose other than
17 prosecution of this action is warranted. Such confidential and proprietary
18 materials and information consists of referrals and intake forms prepared for the
19 purpose of identifying potential class action which includes information
20 implicating the privacy rights of these third parties, information otherwise
21 generally unavailable to the public, or which may be privileged or otherwise
22 protected from disclosure under state or federal statutes, court rules, case
23 decisions, or common law. Accordingly, to expedite the flow of information, to
24 facilitate the prompt resolution of disputes over confidentiality of discovery

materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

III. DEFINITIONS

A. Action: This pending lawsuit entitled Clear View Enterprises, LLC v. Beauvil, Et. Al. Case No. 2:22-cv-01119-KJM-JDP.

B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

D. Counsel: Counsel of Record as well as their support staff.

E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 F. Disclosure or Discovery Material: All items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible things), that
4 are produced or generated in disclosures or responses to discovery in this
5 matter.

6 G. Expert: A person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to
8 serve as an expert witness or as a consultant in this Action.

9 H. Non-Party: Any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 I. Outside Counsel of Record: Attorneys who are not employees of a party
12 to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law
14 firm which has appeared on behalf of that party, and includes support staff.

15 J. Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and
17 their support staffs).

18 K. Producing Party: A Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 L. Professional Vendors: Persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or
23 medium) and their employees and subcontractors.
24

1 M. Protected Material: Any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL.”

3 N. Receiving Party: A Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5 **IV. SCOPE**

6 A. The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or
9 compilations of Protected Material; and (3) any testimony, conversations, or
10 presentations by Parties or their Counsel that might reveal Protected Material.

11 B. Any use of Protected Material at trial shall be governed by the orders of
12 the trial judge. This Order does not govern the use of Protected Material at trial.

13 **V. DURATION**

14 A. Once a case proceeds to trial, all of the information that was designated as
15 confidential or maintained pursuant to this Protective Order becomes public and
16 will be presumptively available to all members of the public, including the press,
17 unless compelling reasons supported by specific factual findings to proceed
18 otherwise are made to the trial judge in advance of the trial. See Kamakana v.
19 City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
20 (distinguishing “good cause” showing for sealing documents produced in
21 discovery from “compelling reasons” standard when merits-related documents
22 are part of court record). Accordingly, the terms of this Protective Order do not
23 extend beyond the commencement of the trial.
24

VI. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

2. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

3. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

B. Manner and Timing of Designations

1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

1 2. Designation in conformity with this Order requires the following:

2 a. For information in documentary form (e.g., paper or
3 electronic documents, but excluding transcripts of depositions or
4 other pretrial or trial proceedings), that the Producing Party affix
5 at a minimum, the legend “CONFIDENTIAL” (hereinafter
6 “CONFIDENTIAL legend”), to each page that contains protected
7 material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., by making appropriate
10 markings in the margins).

11 b. A Party or Non-Party that makes original documents
12 available for inspection need not designate them for protection
13 until after the inspecting Party has indicated which documents it
14 would like copied and produced. During the inspection and before
15 the designation, all of the material made available for inspection
16 shall be deemed “CONFIDENTIAL.” After the inspecting Party has
17 identified the documents it wants copied and produced, the
18 Producing Party must determine which documents, or portions
19 thereof, qualify for protection under this Order. Then, before
20 producing the specified documents, the Producing Party must affix
21 the “CONFIDENTIAL legend” to each page that contains Protected
22 Material. If only a portion or portions of the material on a page
23 qualifies for protection, the Producing Party also must clearly
24

1 identify the protected portion(s) (e.g., by making appropriate
2 markings in the margins).

3 c. For testimony given in depositions, that the Designating
4 Party identify the Disclosure or Discovery Material on the record,
5 before the close of the deposition all protected testimony.

6 d. For information produced in form other than document and
7 for any other tangible items, that the Producing Party affix in a
8 prominent place on the exterior of the container or containers in
9 which the information is stored the legend "CONFIDENTIAL." If
10 only a portion or portions of the information warrants protection,
11 the Producing Party, to the extent practicable, shall identify the
12 protected portion(s).

13 C. Inadvertent Failure to Designate

14 1. If timely corrected, an inadvertent failure to designate qualified
15 information or items does not, standing alone, waive the Designating
16 Party's right to secure protection under this Order for such material.

17 Upon timely correction of a designation, the Receiving Party must make
18 reasonable efforts to assure that the material is treated in accordance with
19 the provisions of this Order.

20 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 A. Timing of Challenges

22 1. Any party or Non-Party may challenge a designation of
23 confidentiality at any time that is consistent with the Court's Scheduling
24 Order.

1 B. Meet and Confer

2 1. The Challenging Party shall initiate the dispute resolution process
3 ~~under Local Rule 271 et seq.~~

4 C. The burden of persuasion in any such challenge proceeding shall be on
5 the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
7 parties) may expose the Challenging Party to sanctions. Unless the Designating
8 Party has waived or withdrawn the confidentiality designation, all parties shall
9 continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party's designation until the Court rules on the
11 challenge.

12 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 A. Basic Principles

14 1. A Receiving Party may use Protected Material that is disclosed or
15 produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action.
17 Such Protected Material may be disclosed only to the categories of
18 persons and under the conditions described in this Order. When the
19 Action has been terminated, a Receiving Party must comply with the
20 provisions of Section XIV below.

21 2. Protected Material must be stored and maintained by a Receiving
22 Party at a location and in a secure manner that ensures that access is
23 limited to the persons authorized under this Order.
24

1 B. Disclosure of “CONFIDENTIAL” Information or Items

2 1. Unless otherwise ordered by the Court or permitted in writing by
3 the Designating Party, a Receiving Party may disclose any information or
4 item designated “CONFIDENTIAL” only to:

5 a. The Receiving Party’s Counsel of Record in this Action, as
6 well as employees of said Counsel of Record to whom it is
7 reasonably necessary to disclose the information for this Action;

8 b. The officers, directors, and employees of the Receiving Party
9 to whom disclosure is reasonably necessary for this Action;

10 c. Experts (as defined in this Order) of the Receiving Party to
11 whom disclosure is reasonably necessary for this Action and who
12 have signed the “Acknowledgment and Agreement to Be Bound”
13 (Exhibit A);

14 d. The Court and its personnel;

15 e. Court reporters and their staff;

16 f. Professional jury or trial consultants, mock jurors, and
17 Professional Vendors to whom disclosure is reasonably necessary
18 for this Action and who have signed the “Acknowledgment and
19 Agreement to be Bound” attached as Exhibit A hereto;

20 g. The author or recipient of a document containing the
21 information or a custodian or other person who otherwise
22 possessed or knew the information;

23 h. During their depositions, witnesses, and attorneys for
24 witnesses, in the Action to whom disclosure is reasonably

1 necessary provided: (i) the deposing party requests that the
2 witness sign the “Acknowledgment and Agreement to Be Bound;”
3 and (ii) they will not be permitted to keep any confidential
4 information unless they sign the “Acknowledgment and Agreement
5 to Be Bound,” unless otherwise agreed by the Designating Party or
6 ordered by the Court. Pages of transcribed deposition testimony or
7 exhibits to depositions that reveal Protected Material may be
8 separately bound by the court reporter and may not be disclosed to
9 anyone except as permitted under this Stipulated Protective Order;
10 and

11 i. Any mediator or settlement officer, and their supporting
12 personnel, mutually agreed upon by any of the parties engaged in
13 settlement discussions.

14 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
15 **IN OTHER LITIGATION**

16 A. If a Party is served with a subpoena or a court order issued in other
17 litigation that compels disclosure of any information or items designated in this
18 Action as “CONFIDENTIAL,” that Party must:

19 1. Promptly notify in writing the Designating Party. Such notification
20 shall include a copy of the subpoena or court order;

21 2. Promptly notify in writing the party who caused the subpoena or
22 order to issue in the other litigation that some or all of the material
23 covered by the subpoena or order is subject to this Protective Order. Such
24 notification shall include a copy of this Stipulated Protective Order; and

1 3. Cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be
3 affected.

4 B. If the Designating Party timely seeks a protective order, the Party served
5 with the subpoena or court order shall not produce any information designated
6 in this action as “CONFIDENTIAL” before a determination by the Court from
7 which the subpoena or order issued, unless the Party has obtained the
8 Designating Party’s permission. The Designating Party shall bear the burden
9 and expense of seeking protection in that court of its confidential material and
10 nothing in these provisions should be construed as authorizing or encouraging a
11 Receiving Party in this Action to disobey a lawful directive from another court.

12 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 A. The terms of this Order are applicable to information produced by a Non-
15 Party in this Action and designated as “CONFIDENTIAL.” Such information
16 produced by Non-Parties in connection with this litigation is protected by the
17 remedies and relief provided by this Order. Nothing in these provisions should
18 be construed as prohibiting a Non-Party from seeking additional protections.

19 B. In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party’s confidential information in its possession, and the Party
21 is subject to an agreement with the Non-Party not to produce the Non-Party’s
22 confidential information, then the Party shall:

1 1. Promptly notify in writing the Requesting Party and the Non-Party
2 that some or all of the information requested is subject to a
3 confidentiality agreement with a Non-Party;

4 2. Promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a
6 reasonably specific description of the information requested; and

7 3. Make the information requested available for inspection by the
8 Non-Party, if requested.

9 C. If the Non-Party fails to seek a protective order from this court within 14
10 days of receiving the notice and accompanying information, the Receiving Party
11 may produce the Non-Party's confidential information responsive to the
12 discovery request. If the Non-Party timely seeks a protective order, the
13 Receiving Party shall not produce any information in its possession or control
14 that is subject to the confidentiality agreement with the Non-Party before a
15 determination by the court. Absent a court order to the contrary, the Non-Party
16 shall bear the burden and expense of seeking protection in this court of its
17 Protected Material.

18 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
20 disclosed Protected Material to any person or in any circumstance not
21 authorized under this Stipulated Protective Order, the Receiving Party must
22 immediately (1) notify in writing the Designating Party of the unauthorized
23 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
24 Protected Material, (3) inform the person or persons to whom unauthorized

disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective
2 Order.

3 C. Filing Protected Material

4 1. A Party that seeks to file under seal any Protected Material must
5 comply with Civil Local Rule ~~79-5141~~ 141. Protected Material may only be
6 filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file Protected
8 Material under seal is denied by the Court, then the Receiving Party may
9 file the information in the public record unless otherwise instructed by
10 the Court.

11 **XIV. FINAL DISPOSITION**

12 A. After the final disposition of this Action, as defined in Section V, within
13 sixty (60) days of a written request by the Designating Party, each Receiving
14 Party must return all Protected Material to the Producing Party or destroy such
15 material. As used in this subdivision, "all Protected Material" includes all copies,
16 abstracts, compilations, summaries, and any other format reproducing or
17 capturing any of the Protected Material. Whether the Protected Material is
18 returned or destroyed, the Receiving Party must submit a written certification to
19 the Producing Party (and, if not the same person or entity, to the Designating
20 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
21 all the Protected Material that was returned or destroyed and (2) affirms that the
22 Receiving Party has not retained any copies, abstracts, compilations, summaries
23 or any other format reproducing or capturing any of the Protected Material.
24 Notwithstanding this provision, Counsel are entitled to retain an archival copy of

1 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
2 memoranda, correspondence, deposition and trial exhibits, expert reports,
3 attorney work product, and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set forth
6 in Section V.

7 B. Any violation of this Order may be punished by any and all appropriate
8 measures including, without limitation, contempt proceedings and/or monetary
9 sanctions.

10 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

11 Dated: _____

12 _____
Attorney(s) for Plaintiff(s)

13 Dated: _____

14 _____
Attorney(s) for Defendant(s)

15
16 **FOR GOOD CAUSE SHOWN,**

17 IT IS SO ORDERED.

18
19 Dated: February 13, 2023

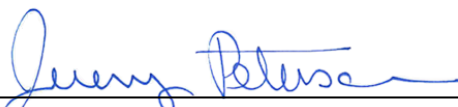
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JEREMY D. PETERSON
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issue
by the United States District Court for the Central District of California on [DATE] in
the case of _____ [insert formal name of the case and the
number and initials assigned to it by the Court]. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in
the nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Eastern District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____